

400/17-77



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 24] नई दिल्ली, शनिवार, जून 12, 1971/ज्येष्ठ 22, 1893
No. 24] NEW DELHI, SATURDAY, JUNE 12, 1971, JYAISTHA 22, 1893

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर)

केंद्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएँ

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

**MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION
(Department of Labour and Employment)**

New Delhi, the 1st June 1971

S.O. 2296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay, in the matter of applications under Section 33A of the Industrial Disputes Act, 1947 filed by S/Shri C. V. Kumaran, and P. N. Gazdar and Kumari S. S. Pandit, Punch Operators in the New India Assurance Company Ltd., Bombay, which was received by the Central Government on the 25th May, 1971.

**BEFORE SHRI N. L. ABHYANKAR, NATIONAL INDUSTRIAL TRIBUNAL,
BOMBAY**

Complaint (NT) No.	In Ref: (NT) No.	Complainant	Respondent
1 of 1970	1 of 1970	Shri C. V. Kumaran	The New India Assurance Co. Ltd., Bombay.
2 of 1970	Do.	Kumari S. S. Pandit	Do.
3 of 1970	Do.	Shri P. N. Gazdar	Do.

In the matter of complaints under Sec. 33A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri H. K. Sowanl, Advocate, for the complainants.
Shri Ramaswamy, Advocate, for the respondents.

AWARD

These three complaints have been filed by three employees of the New India Assurance Co. Ltd., Bombay, who were working as probationer punch operators. The 3 complainants raised identical issues and therefore with the consent of parties it was directed that the evidence, oral and documentary, will be treated as common in all the complaints. The 3 complainants are (1) Shri C V. Kumaran, (2) Kumari S. S. Pandit and (3) Shri P. N. Gazdar. Each of them was originally appointed as a temporary punch operator. Shri Kumaran and Kumari Pandit received a letter on 8th August 1969 informing each of them that they were appointed as punch operators on probation on a basic salary of Rs. 170 per month in the grade of Rs. 170—8—210—10—310—EB—15—385—20—465 plus dearness allowance as per the rules of the company. This appointment was to be effective from 12th August, 1969. Each was issued a letter of appointment as a probationer punch operator. The third complainant was similarly appointed as a probationer punch operator by a letter dated 19th September 1969 and his appointment as probationer was to be effective from 23rd September 1969. Each of them was informed that the period of probation would be 6 months which might be extended for a further period of two months. The complainants Shri Kumaran and Kumari Pandit have further alleged that on 3rd March 1970 Shri V. D. Ghelani, the Assistant Manager (Personnel) of the respondent company called each of them personally and told them that they were being confirmed in the service and orders to that effect were being issued.

2. However all the 3 complainants received a letter dated 31st March 1970 informing each of them that the company had decided not to confirm them and that their services were terminated with effect from 1st April 1970. A copy of the letter received by Shri Kumaran has been filed and is to the following effect:

"Please refer to our letter of 8th August, 1969 appointing you as a punch operator on probation and on the terms and conditions mentioned therein.

Please note that the management has decided not to confirm you in the company's services and that your services stand terminated with effect from 1st April 1970.

Although during the probationary period your services are liable to termination without notice, you will be paid fourteen days' salary in lieu thereof. You may collect your dues from the Central Salary Section".

3. The complainants have styled this abrupt termination of their services as *mala fide* intended as a punitive measure amounting to victimisation. Each of the complainants has alleged that the record of his work was extremely good amongst the punch operators, that they were doing on an average an out-put of 800 cards a day which was much above the normal average in the department, that their work was neat, clean and correct, that if this had weighed with the management they would normally have confirmed them in service.

4. In the next paragraph the complainants have given their reasons why the termination was abrupt and not *bona fide*. According to the complainants they were asked by the management to work over-time. The complainants could not offer to work overtime because the trade union of the employees of the company had decided to boycott such work and the active leaders of the union requested them not to work over-time though the complainants were not members of the trade union, the complainants did not offer themselves for over-time work and that according to the complainants was the reason for termination of their services. It is alleged that though the action amounts to simple termination of the contract of service in fact it is a punitive order and it is a punishment for not offering to work over-time in obedience of the directive of the trade union leaders.

5. The complainants case is that the Charter of Demands submitted by the employees of the company was referred to this Tribunal on 24th March 1970 and the respondent company was bound to make an application to the Tribunal under Sec. 33(2)(b) of the Industrial Disputes Act seeking approval of the action of the company against them, that the company having failed to make an application and having failed to give one month's wages to which the complainants become entitled, the termination is in contravention of the provisions of Section 33(2)(b) of the Act. The complainants therefore ask this Tribunal to adjudicate upon the above complaints, hold that the termination of their service is *mala fide* amounting to victimisation therefore illegal and direct the company to reinstate them in service with full back wages.

6. The respondent company filed its written statement on 29th April 1970. In paragraph 1 of the written statement the company has raised a preliminary objection that the complaints are not maintainable under Sec. 33A of the Industrial Disputes Act. The company's contention is that each of the complainants was appointed as a probationer in the employment of the company and was not confirmed and as such, termination of the services of a probationer according to the terms of employment do not amount to alteration of the conditions of service so as to attract the provisions of Section 33A of the Act. The other limb of the same contention is that since the complainants have not been discharged or punished by way of dismissal or otherwise for any misconduct the provisions of Section 33(2)(b) are also not applicable. The respondents have therefore denied that the company has contravened the provisions of Sec. 33 of the Industrial Disputes Act or that the complaints under Sec. 33A of the Act are maintainable. The company disputes the jurisdiction of this Tribunal to adjudicate upon the complaints and claims that they are liable to be dismissed.

7. On the merits the company's contention is that it is correct to say that the complainants were appointed on a temporary basis in the first instance, and that during the period their services were terminated off and on when there was no work. It is admitted that two of the complainants were given a letter on 8th August 1969 that they were appointed as punch operators on probation on a basic salary of Rs. 170 per month plus dearness allowance as per the rules of the company with effect from 12th August, 1969. It is also admitted that the period of probation was fixed as six months which was liable to further extension of two months. The company also admits that no order of confirmation was issued by the company. The company however denies that on 3rd March, 1970 Shri V. D. Ghellani, Assistant Manager (Personnel) of the company called Shri Kumaran or Kumari Pandit and told them that they were being confirmed. According to the respondents it is the practice of the company to interview the probationers before their cases are taken up for confirmation and as a result of this practice the complainants Shri Kumaran and Kumari Pandit were interviewed by the Assistant Manager of the company to find out their suitability or otherwise for being confirmed in the services of the company. The complainants were therefore interviewed by the Assistant Manager (Personnel) on 3rd March, 1970. As a result of this interview according to the company the complainants were not found suitable for being confirmed in the employment of the company and as such they were informed accordingly in due course that their services as probationers stood terminated with effect from 1st April 1970.

8. According to the company as the complainants were on probation, no reason for termination of their services was required to be given by the company. It is further submitted that since the company did not find the complainants suitable for confirmation their services came to an end. The company has denied that the services of the complainants were terminated by way of a punitive measure or by way of victimisation. According to the company the termination was as per the terms and conditions of employment applicable to the probationers.

9. The allegations about over-time work have been denied by the company and the company has stated that the complainants did not do any over-time work during the probationary period.

10. The company's case is that there was no question of making an application under Section 33(2) (b) of the Industrial Disputes Act because the services were terminated as per the contract of employment and the complainants were not discharged on account of any misconduct or as a punitive measure and therefore the question of making an application for approval did not arise. It is further claimed that the termination of service of a probationer did not attract the provisions of Section 33 of the Industrial Disputes Act and on that account also the company was not required to seek the approval under Section 33(2)(b) of the Industrial Disputes Act. As the complainants were not entitled to the protection of Section 33(2)(b) of the Act the complainants were not entitled to payment of one month's wages at the time of termination of their service as probationers. The company also claims that though the services of the complainants were liable to be terminated without notice, still the company paid 14 days' salary in lieu of notice to the complainants. The company has denied that it has violated the provisions of Sec. 33A of the Industrial Disputes Act. The company denies that the complainants are entitled to reinstatement with back wages as alleged. The complaints have been styled by the respondents as mis-conceived, vexatious and frivolous and therefore liable to be dismissed with costs.

10. Along with the written statement by way of specimen the company has filed a copy of the terms and conditions. The complainant Shri Kumaran was

appointed as a punch operator by the letter of 8th August 1969, that is Annexure 'A' to the written statement of the company in Complaint (NT) No. 1 of 1970.

11. On 8th June 1970 the Advocate for the complainants filed an application requesting this Tribunal to direct the company to produce the following documents:

- (1) The daily output record file maintained in the Mechanisation Department of the company for the period January 1969 to April 1970 in respect of all the punch operators, including probationers and temporary employees working in the said department during the said period;
- (2) The cards punched by three complainants during the entire probationary period of each of them;
- (3) Confirmation reports made by Mr. S. V. Potnis, Incharge of the Mechanisation Dept., to the Personnel Dept. of the company under the covering letter dated 18th February 1970 in respect of Miss S. S. Pandit and Mr. C. V. Kumaran;
- (4) Extracts of the notes of the departmental enquiries held by Mr. P. R. Rao into the charges levelled against M/s. R. T. Kunder and 7 other punch operators in the Mechanisation Dept. recorded on 2nd June 1970.

12. The respondents filed a reply to this application on 19th June objecting to the production of these documents. This objection was over-ruled as it was the care of the company that the termination of the complainant's services was not by way of discharge or dismissal for misconduct and therefore the complaints were not tenable. Though originally by this reply the company resisted the application for production of the documents the company filed a further statement on 27th July 1970 with respect to the complainant's application dated 18th June 1970 regarding the production of documents. In this further reply the company purports to make its submissions about each category of documents asked to be produced by the application dated 18th June 1970. According to the company, they did not have a daily output record file from January 1969 to April 1970 though it had daily output record file for 20 days of May 1969 and from December 1969 to March 1970. The company therefore produced separately a statement of the average cards punched by the complainants from August 1969 as well as by some of the permanent punch operators from May 1969 to March 1970 except for the month of June 1969 as it was not available. As regards the cards punched by several punch operators the company expressed its inability to find out from hundreds of cards punched by different punch operators which cards were punched by whom and in this respect the company stated that the information regarding actual cards punched by each of the complainants cannot be supplied. As regards the confidential report submitted by Shri S. V. Potnis to the Dy. Manager to the Personnel Dept., the company claimed that it was a confidential communication to them and was a confidential document, that it was not a final confirmation report and therefore the company at that stage declined to produce this report. As regards the enquiry held by Shri P. R. Rao, the company stated that the enquiry was still in progress and the production of the documents of the enquiry at that stage would not be in the interest of the enquiry being conducted and thus they declined to produce these documents also. But the company along with this reply did produce (1) a statement regarding the daily average output of cards punched by the 3 complainants during the months of September 1969 to March 1970, (2) a statement showing the cards punched by the complainants in the month of March 1970 together with the average of the same punched by them per day, (3) a statement showing the details of cards punched by permanent punch operators of the company during the period 2nd May, 1969 to 20th May, 1969 together with the average per day, (4) a statement showing average cards punched per month by some permanent punch operators working in the company and (5) a statement showing cards punched per day by some permanent employees of the company between 2nd May, to 20th May, 1969.

13. At a later stage the company filed a copy of the letter dated 18th February, 1970 purporting to be from the Mechanisation Department to the Personnel Department accompanying the confirmation reports in respect of the 3 complainants. This document is marked Exhibit C/3.

14. Even though the company did not file some of the documents asked for namely the report regarding confirmation at the earlier stage the company did file such reports of confirmation regarding Miss V. K. Dalal, Mr. S. R. Misra, Mr. S. S. Sawant, Mrs. L. D. Sohoni and ultimately also in the case of the complainants namely Miss S. S. Pandit, Mr. C. V. Kumaran and Mr. P. N. Gazdar.

15. The company on its own has filed a statement showing the daily output of the 3 complainants for the months of October, November and December, 1969; the monthly average output of 8 permanent punch operator for the months of May to December 1969; the comparative statement showing the monthly average output of the complainants during the probationary period with that of 3 permanent punch operators confirmed last in the department before and after their confirmation; a comparative statement showing the daily average output of probationer punch operators, permanent punch operators, 3 permanent punch operators confirmed last in the Department and temporary punch operators for the months of September, October, November and December 1969; a statement showing the daily and monthly average output of 3 permanent punch operators while they were on probation from March, 1969 to August, 1969. They have also filed the daily report in respect of 6 punch operators work.

16. In support of their complaints the complainants examined 3 witnesses (1) Mrs. Harsha Desai, (2) Miss. Pandit one of the complainants and (3) one Mrs. Pushpa Mansukhani. The respondents on their part have examined Shri V. D. Gheilani, the Assistant Manager (Personnel) in charge of the Personnel Dept.

17. As the company raised an objection to the maintainability of these complaints and the jurisdiction of this Tribunal it is necessary to consider that contention so far as it can be spelt out from the submissions in the written statement and the arguments at the bar. Section 33 of the Industrial Disputes Act reads as follows :—

“33. (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or any proceeding before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders, applicable to a workman concerned in such dispute, or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman,

(a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, the workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for a approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

(a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or

(b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a ‘protected workman’ in relation to an establishment, means a workman who, being an officer of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.

(4) In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent, of the total number of workmen employed therein subject to a

minimum number of five workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rule providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognised as protected workmen.

- (5) Where an employer makes an application to a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned, shall, without delay, hear such application and pass, as expeditiously as possible, such order in relation thereto as it deems fit."

14. The company seeks to support its preliminary objection to the tenability of the complaint mainly on the ground that each of the complainants was a probationer and the termination of service or his employment as a probationer was bound by the terms of his appointment. According to the company the period of probation was fixed as 6 months and the appointment was terminable at any time without any notice being given during the probationary period. As regards the period of probation it is stated in the terms of employment Annexure 'A' to the written statement that though the initial period of probation was 6 months it was liable to be extended for a further period of 2 months in all a total period of 8 months from the date of joining as a probationer. In para 7(a) of the letter of appointment it is stated that the probationer will be confirmed in service at the end of the period of probation. Para 7(b) states that the confirmation in the services of the company is not automatic. Unless, on completion of the initial probationary period of 6 months a letter is issued by the company, confirming the probationer in the services of the company, the probationary period shall stand automatically extended to the maximum period of 8 months. Thereafter unless, on completion of the probationary period, a letter is issued by the company the services shall stand automatically terminated. It is an admitted position that when the notice terminating the services was given on 31st March 1970 the extended period of probation had not come to an end. It is therefore claimed that the right of termination of employment of a probationer being absolute as provided in the terms of employment, the termination of the probationer's services do not give rise to any claim under Section 33 of the Industrial Disputes Act. The company contention therefore is that none of the complainants is a workman concerned in the dispute which has been referred for adjudication to the National Tribunal. It is also claimed by the company that none of the complainants can claim to be a workman who can be said to be a "workman concerned in the dispute" and whose services have been terminated for any misconduct connected with the dispute. Whether or not the services have been dispensed with by way of punishment and the order of termination amounts to dismissal or discharge for misconduct is a question which will be required to be separately dealt with after noting the allegation in that respect at a later stage. But the question whether any of the probationers be said to be a workman concerned or connected with the dispute is raised by the company on the basis that a probationer is not a workman within the meaning of Sec. 33(1) or Sec. 33(2) of the Industrial Disputes Act as the terms and conditions of employment of such probationer is covered by their own contract of employment, in this case the contract of employment of the probationer, Shri Ramaswamy in support of this aspect of the preliminary objection pointed out that the workmen had submitted a charter of demands and so far as the demand regarding probationers was concerned the demand included in Demand No. 1 cl. (c) (iii) states that the training period if any in respect of probation shall be included in the probationary period and under clause (c)(ii) that new employees shall be recruited on a probationary period of 3 months and if necessary the probationary period may be extended for a period not exceeding another 3 months. Thus according to Shri Ramaswamy except the demand for including the training period in the period of probation and there being a ceiling to the total period of probation there is no other demand regarding probationers; and so far as the case of the complainants is concerned, in their case, the probationary period of 6 months had already expired and they were in the period of probation for the extended period of 2 months as provided in the terms of employment. In other words the contention seems to be that persons like the complainants who had already put in more than 6 months period of probation and who were undergoing further period of probation according to their contract of employment would not be covered by this demand because in their case the demand even if accepted would not affect them. Reference was also made to the statement of claim filed by the workmen in the main reference and in particular to paragraph 269 thereof in which the workmen want that the probationary period should be reduced to a total maximum period of six months including the training period.

19. In my opinion the demand regarding period of probation is not the only demand which is relevant for consideration in determining whether the complainants can be said to be workmen concerned in the dispute. Besides the demand for reduction in the total period of probation demand No. 1 also asks for revision of pay scales and revision of dearness allowance. Thus the mere fact that in the case of the 3 complaints the initial period of 6 months probation had been extended by the terms of employment to a further period of two months would not take them out of the category of workmen concerned in the dispute. It will thus be seen that amongst other demands raised is the demand regarding overtime payment. It is the case of the complainants that a dispute had arisen over overtime work and in obedience to the directive of the Union these probationers had refused to do overtime work. The dispute regarding overtime work appears to centre round the rate of wages at which over-time work is to be compensated. Whereas according to the prevailing practice a workman called for over-time work was being paid at the same rate as normal work for the first 36 hours of over-time the demand of the workmen is that they should be paid at twice that rate. Now it can hardly be disputed that probationers who are also eligible to be called for over-time work are equally concerned with the demand regarding the rate of wages to be paid for over-time work. When this was pointed out to the learned counsel appearing for the company there was no adequate explanation as to why in this context even the probationers could not claim to be workmen concerned in the dispute. In fact the workmen could claim—if they are able to establish the fact that their probationary period has been abruptly terminated because of a misconduct connected with the dispute namely the dispute regarding the payment about over-time work and assuming that the workmen are able to establish that their discharge amounts to punishment for misconduct, the misconduct being refusal to do over-time work—that the mere fact that the refusal was by probationers will not take their case out of the general category of “workmen concerned with the dispute”. In fact the definition of a workman given in Sec. 2(s) of the Act shows that ‘workman’ means any person ‘including an apprentice’ employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward. If an apprentice is included in the definition of workman there is no reason why a substantively employed probationer who may be confirmed does not come within the definition of a workman or is not included in the category of “workman concerned”. Therefore so far as the status of a workman affected by the dispute is concerned I find that each of the complainant is a workman concerned in this dispute.

20. The learned counsel appearing for the complainants has referred to certain decisions in meeting the preliminary objection raised on behalf of the company that the complaints of the probationers are not tenable because the probationers are not workmen concerned in the reference. *New India Motors Pvt. Ltd., and Morris K. T., 1960 I.L.L.J. p. 551*, was a decision arising out a dispute regarding the termination of the services of some apprentices raised by the workmen through a union. It is observed that the main object underlying Sec. 33 would be inconsistent with such narrow construction. Even as a matter of construction pure and simple there is no justification for assuming that the workmen concerned in such dispute must be workmen directly or immediately concerned in such disputes. There is no justification for adding the further qualification of direct or immediate concerned which the narrow construction necessarily assumes. The Court observed that:

“The expression ‘workman concerned in such dispute’ could not be limited only to such of the workmen who are directly concerned in the dispute in question but would include all workmen on whose behalf the dispute has been raised as well as those who would be bound by the award which may be made in the said dispute”.

21. In the instant case not only a specific demand has been raised as to the period of probation being reduced but there is also a demand as to wages to be paid for over-time work.

22. Though the provisions of Sec. 33(2)(b) may not cover the case of what is called “discharge simplicitor” when the discharge or termination of the probationer’s services is punitive the protection given in that section would normally be attracted *vide* 1964 I.L.L.J. p. 624, *National Machinery Manufacturers Ltd. and P. D. Vyas*, which is a decision of the Division Bench of the High Court at Bombay. As observed in *Jagdish Mitter’s case* (1964 I.L.L.J. p. 418), even temporary servants or probationers are generally discharged because they are not found to be competent or suitable for the post they hold. In other words, if a temporary servant or a probationer is found to be satisfactory in his work, efficient, and otherwise eligible, it is unlikely that his services would be terminated, and so, before discharging a temporary servant, the authority may have to examine the question

about the suitability of the said servant to be continued and acting *bona fide* in that behalf, the authority may also give a chance to the servant to explain, if any complaints are made against him, or his competence or suitability is disputed on some grounds arising from the discharge of his work. That even a probationer is entitled to protection against arbitrary or *mala fide* termination of his probation is well settled. In *Utkal Machinery Ltd. and Santi Patnaik*, 1966 I.L.L.J.p.398, the Supreme Court observed that even in the case of a probationer the management might have the contractual right to terminate the services of the probationer during the probationary period without notice and without assigning any reason, but when the validity of such termination is challenged in an industrial adjudication, it would be competent to the industrial tribunal to enquire whether the order of termination has been effected in the *bona fide* exercise of its power conferred by the contract. If the discharge of the employee has been ordered by the management in *bona fide* exercise of its power; the industrial tribunal will not interfere with it, but it is open to the industrial tribunal to consider whether the order of termination is *mala fide* or whether it amounts to victimisation of the employee or an unfair labour practice or is so capricious or unreasonable as would lead to the inference that it has been passed for ulterior motive and not in *bona fide* exercise of the power arising out of the contract.

23. As I have come to the conclusion that even a probationer is entitled to the protection of Section 33 and he cannot be denied this protection merely because he has been appointed as a probationer under the contract of employment, it is necessary to decide the substantial contention of the complainants i.e. whether the termination of their probation and discharge from service is punitive and *mala fide*, is established in this case.

24. The complainant's case is that they and other punch operators who were also probationers were asked by the management to do over-time work, that the complainants could not offer themselves for over-time work because the trade union of the employees of the company had earlier decided to boycott such over-time work and the active leaders of the union requested the probationers not to do over-time work. For this reason the complainants did not offer for over-time work and that is the reason why their services have been terminated.

25. In reply to this averment in paragraph 4 of their written statement the company has merely denied the contention as not correct. During the course of arguments Shri Ramaswamy appearing for the respondent company did not dispute that the probationers were called for over-time work on Saturday in the second week of March, 1970.

26. Mrs. Desai who has been examined for the complainants was an employee with the New India Assurance Company in the machine department as a staff assistant in the punching section. The three complainants were punch operators working under her. She has stated that Saturday is a non-working day for punch operators but on Friday the 13th March, she had instructed each of the 3 complainants to come for over-time work on the following day that is Saturday but she found all of them reluctant to work over-time. They explained that they were reluctant to work over-time on Saturdays because of the agitation of the union against workmen working over-time. Mrs. Desai states that she was instructed to convey to the punch operators who refused to come for over-time work that disciplinary action would be taken against them. It is an admitted position that the complainants did not come for over-time work on 14th March 1970. When Mrs. Desai attended office on Monday 16th March 1970 she enquired from these 3 complainants whether any of them had come for over-time work on Saturday. All of them said that they had not come. Mrs. Desai then states that she reported about their absence on Saturday to the Departmental Head Mr. Potnis. She has also stated that out of the 5 probationer punch operators, only one had come for over-time work and added that the punch operator who had reported for over-time work was not discharged when the complainants were discharged. Thus there is no doubt that the complainants have satisfactorily proved—and this fact does not now seem to be seriously disputed—that the complainants who were probationer punch operators were along with others asked to come for over-time work on Saturday the 14th March 1970, that they had declined to come for work in spite of the warning given through Mrs. Desai that disciplinary action would be taken against them if they failed to come for over-time work. It is also established that the complainants who were probationer punch operators did not come for over-time work because of the agitation by the Union of the workmen against working over-time.

27. The defence of the respondents is that the three probationers were discharged from service because their work was found unsatisfactory. The respondent therefor denies that the discharge of the complainants was on account of their failure to do over-time work in obedience to the call given by the union of the employees. The complainants have admitted that they are not members of the Union of the employees but they seem to have felt that they did not want to go against the directive of the union in this respect.

28. It is alleged by the complainants Miss Pandit and Mr. Kumaran that they were interviewed by the Assistant Manager Personnel on the 3rd March 1970 and they were actually told that they were being confirmed in service and orders to that effect would soon be issued. It does not appear that the third complainant Shri Gazdar was interviewed by Shri Ghellani the Assistant Manager Personnel at any time. Shri Ghellani has stated that Shri Gazdar was interviewed not by himself but by another gentleman who was the Assistant General Manager in charge, that is, one Mr. Daruwalla.

29. At the instance of the complainants the respondents have been required to produce statistical information to show the average number of cards punched by the permanent punch operators, the 3 complainants who were probationer punch operators, and 3 other punch operators who were also on probation but confirmed immediately prior to the appointment of the complainants as probationers. The respondents have also filed some other statistical data to show the average performance of other punch operators on the permanent cadre of the respondent company. Though the respondent at first declined to produce the reports in respect of the 3 complainants received from Shri S. V. Potnis, the Departmental Head whose duty it appears is to assess the performance of the probationer punch operators, the respondents ultimately filed the original reports for confirmation sent by Shri Potnis. Exhibit P, Exhibit Q and Exhibit R are the 3 reports in respect of the three complainants Miss Pandit, Mr. Kumaran and Mr. Gazdar respectively.

30. The complainants also got produced report for confirmation in respect of two probationers Mrs. Sowani and Miss Dalal who were the last probationers confirmed when the 3 complainants were appointed as probationers in August 1969. It appears from the report regarding confirmation sent earlier in respect of Miss Dalal and Mrs. Sowani in June 1969 that their performance was not considered satisfactory to merit confirmation and therefore the time for confirmation was extended and on the basis of the subsequent report these two probationers were confirmed from August 1969.

31. The learned counsel for the complainants has pointed out by reference to the report for confirmation in respect of the three complainants that the tests prescribed for assessment of performance namely the quantity and quality of output, accuracy and neatness, initiative, ability to learn and reliability has been satisfactorily passed by all the three complainants. In the case of Miss Pandit her quality of output was good, her initiative was good and ability to learn was also reported to be good. Her quantity of output, her accuracy, neatness and reliability were also reported to be fair. In the case of Shri Kumaran his quality of output, accuracy and neatness were reported to be good while the quantity of output, initiative, ability to learn and reliability were reported as fair. In the case of Shri Gazdar also the report of Shri Potnis shows that his initiative and ability to learn were good and the quantity and quality of output, accuracy and neatness and reliability were fair. It may be mentioned that in the case of all the 3 complainants Shri Potnis who held the superior post of Deputy Manager in the Company as compared to the post of Assistant General Manager Personnel held by Shri Ghellani, and being the immediate head empowered to assess the performance and to recommend as regards confirmation has recommended that all the 3 complainants should be confirmed according to the company's rules. The learned counsel has also pointed out that the two probationers Miss Dalal and Mrs. Sowani who were confirmed on the basis of the report of confirmation by Mr. Potnis and which reports have been produced along with Exhibit E/7 showed that their performance was not in any way better than that of the 3 complainants and was in fact somewhat inferior. In this connection a reference was invited to some comparative statements about the average number of cards punched by the 3 complainants for the months of October, November and December as per Exhibit C/4 and the performance of the permanent punch operators during the same period as per Exhibit C/6. Reference was also made to the comparative statements showing the daily average output of these probationer punch operators, permanent punch operators and the 3 punch operators confirmed last for the months of September, October, November and December 1969 as per Exhibit C/8.

These comparative statements show that the performance of the 3 complainants as probationer punch operators was distinctly superior and progressively better as they gained experience of work. As a norm for comparison the complainants got produced daily performance of the 3 punch operators confirmed immediately prior to the complainants from March to August 1969 as per Exhibit C/9 which showed that their performance was considerably poorer if compared to that of the complainants.

32. On behalf of the respondents it is contended mainly that the authority entrusted with the duty and the power of confirming the probationers having come to the conclusion that their work was unsatisfactory he was acting within his power in declining to confirm the probationers and even if a mistake has been committed in arriving at this conclusion, it is only a case of mistaken judgment and not a case of *mala fide* exercise of the power of confirmation or of termination of service.

33. This contention urged on behalf of the respondents would have greater weight if the respondents *adduced* primary evidence of the person who actually took the decision not to confirm the 3 probationers. For reasons best known to them the respondents have not chosen to place before the Tribunal the best evidence in this behalf, namely, the testimony of the person who took the decision not to confirm the 3 complainants. Instead, the respondents have relied on the testimony of Shri Ghellani, the Assistant Manager Personnel, as the solitary support for their defence. Now the position of Shri Ghellani in this context is some what peculiar. Shri Ghellani stated that there were no rules governing the confirmation of probationers and though Mr. Potnis had uniformly stated in his report for confirmation that everyone of the complainants may be confirmed in terms of the company's rules; it would appear strange that Mr. Potnis who holds a superior rank in the organisation should refer to rules if there are no rules which govern the confirmation of probationers. But the unequivocal statement of Mr. Ghellani has to be accepted since he says that there are no rules governing confirmation of probationers. If there are no rules the task of the confirming authority would become even more delicate and responsible and the person who exercised this power was all the more necessary to be examined to substantiate the case for the defence that the power was exercised *bona fide* and the probationers were not confirmed because their work was not found satisfactory.

34. The reports of confirmation received from Mr. Potnis in the case of all the 3 complainants were forwarded by Mr. Ghellani with his own endorsement. It is an admitted position that Mr. Ghellani interviewed only two of the complainants namely Miss. Pandit and Mr. Kumaran and that Mr. Ghellani did not interview at any time Mr. Gazdar whose report of confirmation was received separately later on. Mr. Ghellani has however made identical endorsement in respect of all the 3 complainants and this endorsement is to the following effect: "For Jt. G. M's consideration".

35. Now it is interesting to understand from Shri Ghellani the procedure followed by him and the purpose for which the endorsements have been made in forwarding the report for confirmation to the Joint General Manager. Shri Ghellani admitted that he interviewed two of the complainants namely Miss. Pandit and Mr. Kumaran on the 3rd March 1970. In the written statement the defence denies the allegation of the complainants that any assurance was given to these two complainants at the interview by Shri Ghellani that they would be confirmed. The person who interviewed Mr. Gazdar has not been examined nor has he made any endorsement on the report of confirmation in respect of the complainant Gazdar. Shri Ghellani has stated that while forwarding the reports after the interview he makes an endorsement either that it is for consideration or confirmation, thereafter the Joint General Manager discusses the case of each probationer with him and the head of the department concerned. In the instant case according to Shri Ghellani the decision that the services of the 3 probationers should be terminated was the decision of the Joint General Manager.

36. Shri Ghellani has been closely questioned as to the criteria by which he judges or could judge in making the endorsement while forwarding the report for confirmation of the probationer. Shri Ghellani admitted that the reports sent by Shri Potnis were accompanied by departmental memos which he had then not produced and he denied the suggestion that a change has been effected in the markings from very good to good in respect of quantity of output and from good to fair in respect of quality of output sent by Shri Potnis as regards Miss. Pandit. When asked as to the basis on which he makes his recommendations as disclosed in the endorsement Shri Ghellani stated as follows:

"I make a recommendation for confirmation only when I am satisfied that the candidate should be confirmed. When I have any doubt I merely

forward the record to Joint General Manager's consideration with an endorsement to that effect. I make my endorsement before I have a meeting with the Joint General Manager when the question of confirmation is discussed. In this case I had a doubt and therefore I had not endorsed that the probationers should be confirmed. The basis on which I make my endorsement is the report from the Departmental Executive and my impression at the interview of the candidate. I do not agree that the recommendation for confirmation made by Shri Potnis was justified in the context of assessment of performance made by him. We have set norms to assess the performance of probationer punch operators. We communicate what are the norms by which the performance of a probationer should be assessed to the Department Executive. Generally, we expect the Department Executive to make their assessment of performance keeping in view the norms which we have set...."

37. It was pointed out to the witness in cross-examination that Shri Potnis who was expected to assess the performance was holding a superior post of Deputy Manager as against the post held by him as the Assistant Manager in view of the claim of the witness that he had the authority to ignore the recommendation of Shri Potnis. As to what material Shri Ghellani had in making his endorsement is revealed in further cross-examination of the witness to the following effect:

"I interviewed each of the complainants to assess their suitability for confirmation. At the time of my interview I did not put them any test of card punching or design etc. I had before me the reports in respect of each candidate that is Mr. Potnis' report, on the 6 factors mentioned in the report of Mr. Potnis such as quantity of output, quality of output, accuracy and neatness, initiative, ability and reliability. I have no other reports except what is contained in the report of Mr. Potnis nor do I myself test the probationer again in respect of these factors. Even for the probationers we have a system of maintaining confidential reports. These confidential reports are sent generally to me by the head of the department that is in this case Mr. Potnis. I did not receive these confidential reports in respect of the 3 probationers in this case".

38. The witness was then asked directly as to what doubt he might have entertained regarding the 3 complainants about their being confirmed and the reply given by the witness was that he entertained a doubt whether the 3 probationers should be confirmed because Shri Potnis' covering report had recommended that for confirmation a condition should be added that each probationer should give a production of 700 per day. The witness then said that therefore he thought that the production was not satisfactory, Shri Ghellani was asked whether in view of the recommendation in the report of Shri Potnis that on confirmation the probationers will maintain his present output and also try to achieve the production of 700 cards a day he did not understand Shri Potnis to say that he was satisfied with the present output of the probationers and the witness' reply was that he did not interpret Shri Potnis' recommendation as favourable to the probationers. On the other hand, according to the witness, from Shri Potnis report he understood that Shri Potnis considered that the probationers services should be liable to be terminated not only if their production achievement was not less than 700 cards per day but also if their achievement was less than the present average output. This last explanation is rather difficult to understand. It postulates that the probationers were entitled to be confirmed perhaps with a warning that if their production fell below the expected standard their services might be terminated, but the reason given by Mr. Ghellani could hardly be said to have any rational basis for coming to the conclusion that the probationers were not to be confirmed. One more reason was given by the witness that he inferred from the report of Shri Potnis that the probationers were not giving outturn of 700 cards per day. The witness was then shown the output of one of the complainants Shri Kumaran which exceeded 700 cards on some days and the witness had to admit that the number of cards punched would depend upon the kind of machine and the kind of design of the cards. To a further question the witness had to admit as follows:

"I have no idea what could be the standard norm of production by punch operators in the machine department. I know that Shri S. V. Potnis is conducting a technical training school for training as punch operators. As head of compartment Shri Potnis would be in a better position to assess the performance of a punch operator."

39. This is all the evidence of the defence in justification of the order of the company that the probationers were not confirmed because of the opinion entertained by Shri Ghellani that their performance was below the standard and therefore unsatisfactory.

40. In the first place it is difficult to accept that Mr. Ghellani was in a better position to assess the performance of any of the probationers in preference to Shri Potnis who was admittedly the head of the department, more competent by experience and position to assess the performance and he had unequivocally recommended the confirmation of the complainants. If any factors weighed with the confirming authority in rejecting the recommendation of Shri Potnis, other than the suggestion put forward on behalf of the Assistant Manager, then it was necessary for the company to place the testimony of the confirming authority before the Tribunal to assess the validity of the defence. Having failed to do so the best evidence is not before the Tribunal and the testimony of Shri Ghellani is wholly inadequate to establish the validity of the defence.

41. It is also strange that Shri Ghellani who had not interviewed Shri Gazdar the third complainant and therefore could have possibly no opportunity to assess the performance of Shri Gazdar should have made identical endorsements in forwarding the report about his confirmation without having interviewed Shri Gazdar, or without having any material to make the kind of endorsement that he has made identical with the endorsements on the assessment reports of the two other complainants that is Miss. Pandit and Shri Kumaran. This one instance goes a long way in supporting the contention of the complainants that in making his forwarding endorsement in respect of the reports of confirmation of the 3 complainants, the Assistant Manager Personnel was not acting *bona fide*. He had not cared to inform himself about one of the complainants' performance and had made a stereotyped endorsements without having either the independent means or competent to judge the performance of the probationers.

42. It is difficult to accept that the endorsements made by Shri Ghellani in forwarding the reports of confirmation in respect of the 3 complainants as saying anything except making a mechanical endorsement forwarding the reports to the Joint General Manager. It is only during the discussion with the Joint General Manager which Shri Ghellani says he had that whatever opinion he formed or whatever advice he tendered might have affected the decision of the confirming authority. Actually what that advice was and whether the confirming authority independently came to the conclusion that the probationers were not liable to be confirmed because their performance was unsatisfactory is a matter which is shrouded in mystery, because the confirming authority is not before the Tribunal. Judged objectively it is difficult to accept the statement of Shri Ghellani that the performance of the 3 probationers could be either sub-standard or unsatisfactory contrary to the findings of Shri Potnis, the head of the department, and contrary to the recommendation of Shri Potnis about their performance. It is therefore not possible to accept the defence that the 3 complainants were not confirmed because of their unsatisfactory work. There is no material to come to that conclusion and whatever material has been produced on record points in the contrary direction.

43. The question therefore that arises is whether the action in terminating the services of the probationers could be called *bona fide*. There is no denial of the fact that the 3 complainants were asked to come for overtime work, that they did not come for over-time work that they had explained their inability to do over-time work on account of the agitation against doing overtime work and that they were warned of disciplinary action if they did not come for over-time work. The testimony of Mrs. Desai stands un rebutted in this respect. It is also significant to note that though the reports of confirmation were apparently forwarded on or about the 3rd March 1970 the incident about the refusal to come for over-time work took place on 14th March 1970 and soon thereafter the decision to terminate the services of the 3 probationers was taken.

44. Judged by the material brought on record as regards the competence of the 3 probationers it has not been established that the services of the probationers would have been terminated in the *bona fide* exercise of power under the contract of employment in spite of the reports recommending their confirmation by the departmental head. The inference is therefore inescapable that some extraneous consideration seems to have weighed in taking the decision to terminate the services of the probationers. All the complainants have placed material on record to show that they annoyed their employer by refusing to work over-time and in spite of the threat of disciplinary action conveyed through Mrs. Desai to the probationers as also others called to do over-time work. This genesis of the circumstances therefore cannot be lost sight of in finding whether there is a nexus, connection or

relationship between the refusal to do over time work and the abrupt termination of the services of the 3 complainants. In my opinion the complainants have proved satisfactorily that in the normal course in view of their satisfactory performance as certified by the departmental head they expected to be confirmed and yet their services were terminated because of their refusal to do over-time work. If that was the motivation for the exercise of the power of termination of services vested in the management it is difficult to hold that the exercise of that power is *bona fide*. That being the conclusion to which I have arrived I hold that the termination of the services of 3 complainants in spite of favourable reports of the departmental head was not in *bona fide* exercise of the power by the employer under the contract of employment.

45. Accordingly I direct that the order of termination dated 31st March, 1970 in the case of each of the complainants be set aside and the complainants shall be deemed to be in service of the employer and each of the complainants will be entitled to their salary or wages as if their services had not been terminated. The complainants shall be reinstated in service with immediate effect.

(Sd.) N. L. ABHYANKAR,
National Industrial Tribunal.

Bombay, 30th April, 1971.

[No. F. 30/22/69-LR.I.]

T. K. RAMACHANDRAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 2nd June, 1971

S.O. 2297.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Orissa, Bhubaneswar, in the industrial dispute between the employers in relation to the management of Messrs Jagda Mining Works, Monopoly, Contractors Jagda Dolomite Quarry of Messrs Bisra Stone Lime Company Limited, Post Office Jabaghat, Via Bisra, Distt Sundargarh and their workmen, which was received by the Central Government on the 29th May, 1971.

INDUSTRIAL TRIBUNAL: BHUBANESWAR

PRESENT:

Shri B. R. Rao, B.L., Presiding Officer, Industrial Tribunal, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 28 OF 1970 (CENTRAL)

INDUSTRIAL DISPUTE CASE NO. 2 OF 1971

Bhubaneswar the 18th May, 1971

BETWEEN:

The Management of Messrs Jagda Mining Works, Monopoly
Contractors, Jagda Dolomite Quarry of Messrs Bisra
Stone Lime Company Limited—*First Party.*

AND

Their Workman—*Second Party.*

APPEARANCES:

Sri Damodar Passari, Partner of M/s. Jagda Mining Works, Rourkela—
for the First Party.

None—*for the Second Party.*

AWARD

The Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by their Order dated 29th June, 1970 constituted Sri U. N. Misra, Presiding Officer, Additional Industrial Tribunal as Industrial Tribunal with headquarters at Bhubaneswar and referred the following dispute to him for adjudication.

"Whether the action of the management of Messrs Jagda Mining Works, Monopoly Contractors, Jagda Dolomite Quarry of Messrs Bisra Stone Lime Company Limited in dismissing Shri Kripal Singh, Mechanic with effect from the 24th October, 1969 was justified? If not, to what relief the workman entitled?"

After retirement of Sri U. N. Misra, the Government of India by their Order dated 28th December, 1970 constituted me as an Industrial Tribunal and withdrew the proceedings from Sri U. N. Misra and transferred the same to me for disposal.

2. The management filed a written statement alleging that Sri Kripal Singh was serving as a Mechanic under the management for repairing the machineries installed in the Mines. As per agreement between the management and M/s. Anil Transport Works, who are working as transport contractors under the management, the vehicles sent by the said transport contractors were kept in charge of the management inside the management's mining office compound at Jagda under the guard of the Choukidar between 6 P.M. to 4 A.M. The management was responsible for any loss or damage caused to those vehicles during that period. On the night of 19th October, 1969, Sri Kripal Singh went to the Office compound in a drunken state and forcibly drove away the truck ORO 4991 belonging to M/s. Anil Transport Works from the office compound in spite of the protest of the Choukidar Sri Nagarmal Sharma. He (the workman Sri Kripal Singh) caused accident to the truck and brought back the truck in damaged condition two hours later and left it there. A police case for rash and negligent driving without licence was also started against Sri Singh. The management had to pay a sum of Rs. 4,000 as damages to M/s. Anil Transport Works for that truck. The management called upon Sri Singh to show cause why he should not be removed from service for his misconduct. But Sri Singh did not offer any explanation though he received the charge-sheet. He did not also appear in the enquiry held by Sri G. Chaturvedi in spite of notice. After completing the enquiry, the enquiring officer submitted a report on 23rd October, 1969 and on the basis of that report, the management dismissed Sri Singh from service. Thereafter Sri Singh approached the management for payment of a lump sum of Rs. 1,500 towards his arrears wages and *ex gratia* payment. Out of compassion the management paid him Rs. 1500 on 1st November, 1969 in full and final discharge of all his claims and he granted a receipt for that. Sri Singh thereafter left his service and went away to his native place in the Punjab. It is further alleged in the written statement of the management that this reference is uncalled for and is not maintainable.

3. The workman did not appear in this Case in spite of notices; nor did he file any counter.

4. At the time of hearing the management let in oral and documentary evidence. M.W. 1 Sri Damodar Passari is a partner of M/s Jagda Mining Works, Rourkela. He has sworn to the facts alleged in the written statement of the management. He has proved Exts. 2, the entire file concerning the departmental proceedings against Sri Kripal Singh. Sri Singh was charge-sheeted for unauthorisedly taking away Dumper no. ORO 4991 against the protest of the Choukidar and damaging it. Though Sri Singh received the charge-sheet, he did not submit any explanation. An enquiry was conducted by Sri G. Chaturvedi. The delinquent workman did not participate in the enquiry though he was given notice. So the enquiry was conducted *ex parte*. The enquiring officer, after completing the enquiry, submitted a report finding the delinquent guilty. The management accepted the report and dismissed the workman on 24th October, 1969. The enquiry appears to be fair and proper and is not defective in any way. The evidence further reveals that the workman Sri Singh later on approached the management and that the management paid him a sum of Rs. 1,500 on 1st November 1969 in full and final settlement of all the claims of the workman and that the workman granted the receipt Ext. 1. Thus there was a fair settlement of the dispute between the parties and no further dispute exists for reference to the Tribunal.

5. Hence I find that the reference is not maintainable inasmuch as there is no dispute between the parties for adjudication by the Tribunal and even if the reference is legal and valid, the action taken by the management of Messrs Jagda Mining Works, Monopoly Contractors, Jagda Dolomite Quarry of Messrs Bisra Stone Lime Company Limited in dismissing Shri Kripal Singh, Mechanic with effect from 24th October, 1969 was justified and that Sri Singh is not entitled to any relief.

Sd./- B. R. RAO,

18-5-70

Presiding Officer,

Industrial Tribunal, Bhubaneswar.

[No. 12(10)/70-LR-IV.]

New Delhi, the 3rd June 1971

S.O. 2298.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Dhanbad, in the industrial dispute between the employers in relation to the management of Khas Sijua Colliery of Messrs Khas Sijua Coal Company (Private) Limited, Post Office Sijua, District Dhanbad and their workmen, which was received by the Central Government on the 25th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 35 OF 1970

In the matter of an industrial dispute under Section 10 (1) (d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the management of Khas Sijua Colliery of Messrs Khas Sijua Coal Company (Private) Limited, Post office Sijua, District Dhanbad.

AND

Their workmen.

APPEARANCES:

On behalf of the employers—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen—Shri J. D. Lall, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 19th May, 1971/29th Vaisakha, 1893 Saka

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Khas Sijua Colliery of Messrs Khas Sijua Coal Company (Private) Limited, post office Sijua, District Dhanbad and their workmen, by its order No. 2/137/70-LR.II, dated 9th December, 1970 referred to this Tribunal under Section 10(1) (d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

“Whether the action of the management of Khas Sijua Colliery of Messrs Khas Sijua Coal Company (Private) Limited, post office Sijua, District Dhanbad, in refusing employment to the undermentioned workmen from the date mentioned against each is justified? if not, to what relief are the workmen concerned entitled?”

Sl. No.	Name of the workmen	Designation	Date of stoppage of work
1	2	3	4
1.	Haricharan Nonia	Wagon Loader	15-5-1970
2.	Burzu Lal Nonia	-do-	-do-
3.	Monia Kamin	-do-	-do-
4.	Jagdish Nonia	-do-	-do-
5.	Mahaswer Kamin	-do-	-do-
6.	Alkhi Kamin (r)	-do-	-do-
7.	Magre Kamin	-do-	-do-
8.	Rammudin Nonia	-do-	-do-
9.	Daratni Kamin	-do-	-do-
10.	Mahajoy Nonia	-do-	-do-
11.	Ram Bhajan Nonia	-do-	-do-

1	2	3	4
12.	Channi Nonia	W. gon Loader	15-5-1970
13.	Mangri Kamin	-do-	-do-
14.	Dessaran Nonia	-do-	-do-
15.	Domatia Kamin	-do-	-do-
16.	Munarik Nonia	-do-	-do-
17.	Bachu Kamin	-do-	-do-
18.	Sabran Nonia	-do-	-do-
19.	Sankar Nonia	-do-	-do-
20.	Dankashri Kamin	-do-	-do-
21.	Ram Prasad Nonia	-do-	-do-
22.	Dularia Kamin	-do-	-do-
23.	Harihar Nonia	-do-	-do-
24.	Barti Kamin	-do-	-do-
25.	Mangar Nonia	-do-	-do-
26.	Jhimri Kamin	-do-	-do-

2. Workmen as well as the employers filed their statement of demands.

3. On 12-4-71 the employers have filed 26 affidavits sworn by the 26 workmen mentioned in the Schedule of Reference. Through the affidavits each of the workmen stated that he has received all his wages for the days he had worked in the colliery and that there was no other amount due to him from the employers. On 12-5-1971 parties filed a compromise memo and it was duly verified by Shri S.S. Mukherjee, Advocate representing the employers and Shri J. D. Lal, Advocate, representing the workmen as correct. Through the compromise memo and it was duly verified by Shri S. S. Mukherjee, Advocate representing the employers and Shri J. D. Lal, Advocate, representing the workmen as correct. Through the compromise memo it is stated that the union has verified all the affidavits and do not press any further claim on behalf of the concerned workmen and that the dispute involved in the Reference has been finally resolved. I find the compromise beneficial to the workmen and in the interests of maintaining industrial peace. The compromise memo is, therefore, accepted and the Award is made in term of the compromise and submitted under Section 15 of the Industrial Dispute Act, 1947. The compromise memo is annexed herewith and made part of the Award.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal,
(No. 2), Dhanbad.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2 AT DHANBAD

REFERENCE No. 35 OF 1970

Employers in relation to Khas Sijua Colliery

AND

Their workmen

Compromise petition

Without prejudice to the respective contentions, the parties above named have entered into the amicable settlement on the following terms:—

1. That all the concerned workmen in this dispute have individually entered into the settlements with the Employers and they have received all their respective dues.
2. That all the concerned workmen have individually sworn Affidavits to the effect that they have no claim whatsoever with the Employers.
3. That the Union has verified all the Affidavits and do not press any further claim on behalf of the concerned workmen.
4. That in view of the facts stated here in before the dispute in question has been finally resolved.

It is therefore humbly prayed that the compromise may kindly be recorded and a no dispute Award be passed.

For the workmen

(Sd.) J. D. LALL, Advocate,

12-5-71

For the Employers

(Sd.) Illegible, Manager,
(Sd.) Illegible, Advocate,
12-5-71.

[No. 2/137/70-LRII.]

New Delhi, the 4th June 1971

S.O. 2299.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Jaipuria Kajora Colliery of Messrs Swadeshi Mining and Manufacturing Company Limited, Post Office Pandaveswar, District Burdwan, and their workmen, which was received by the Central Government on the 26th May, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 36 OF 1971

PARTIES:

Employers in relation to the management of Jaipuria Kajora Colliery,
AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri B. Ramachandran, Group Labour Officer.

On behalf of Workmen—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/45/70-LRII, dated February 17, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Jaipuria Kajora Colliery and their workmen, to this Tribunal, for adjudication:

"Whether the management of Jaipuria Kajora Colliery of Messrs Swadeshi Mining and Manufacturing Company Limited, Post Office Pandaveswar, District Burdwan was justified in stopping from work of Shri Ram Ratan Bhattacharjee, Attendance Clerk with effect from the 26th May, 1970? If not, to what relief the workman is entitled?"

2. The management filed a written statement. The concerned workman, represented by his trade union, Khan Shramik Congress, was conspicuous by absence throughout. The trade union did not appear at any stage nor file any written statement.

3. In the written statement filed on behalf of the management, apart from several preliminary objections which were not passed, it was pleaded:

"5. That without prejudice to the above it is submitted that Sri Ram Ratan Bhattacharji was neither employed by us on 25th May, 1970 nor on any day during the one year preceding to it at our Jaipuria Kajora Colliery or any other Collieries. Consequently the question of stopping Sri Bhattacharji from work on and from 26th May, 1970 does not arise.

6. That on a request by the Assistant Labour Commissioner (C), Raniganj, the management agreed to offer employment to Sri Bhattacharji on 3rd February 1971, but Sri Bhattacharji did not join as agreed; instead he sent a letter dated 8th February, 1971 stating that he is sick and hence could not take up the work offered. In support he submitted a medical certificate which certified that Sri Bhattacharji is sick since 1st February 1970 and is unable to move. That for these reasons Sri Ram Ratan Bhattacharji is not entitled to any relief."

4. B. K. Dixit, the Agent of Jaipuria Kajora Colliery, who deposed in this reference, stated in answer to several questions put by the Tribunal:

"Ram Ratan Bhattacharjee was an employee of Jaipuria colliery prior to 1967. Then there was a lay off, and a dozen people left the colliery at that time. Ram Ratan was included amongst those who left. Shamlu Kendra Ramnagar colliery also belongs to Swadeshi Mining

and Manufacturing Company Limited. I am not sure whether the workman was transferred from Samla Kendra Ramnagar colliery after he was once laid off in Jaipuria Kajora colliery. I am not aware whether the concerned workman was turned away from Samla Kendra Ramnagar colliery on the ground that there was no post vacant for him. It is not true that the workman was provided with a job of Sand Munshi at Jaipuria Kajora colliery with effect from March 7, 1970. At Jaipuria Kajora colliery Ram Ratan Bhattacharji was employed as a Register keeper. At the intervention of the Assistant Labour Commissioner (*vide* Ex. 5) he was offered the same job at Samla Kendra Ramnagar colliery. But he did not join in that post."

In explaining the position further, he stated in his evidence:

"After he was offered a job at Samla Kendra Ramnagar colliery he sent a medical certificate. This is the Medical certificate received (marked Ex. 2). Thereafter he did not come to report for his duties.

To Tribunal

After receipt of the medical certificate the management did not write to the workman that he will be at liberty to join when he was fit or, say after a specified time. He was to write a letter asking for leave which he did not do. (Shown letter dated February 8, 1971). (Witness admits that the letter from the workman accompanied the medical certificate. Letter marked Ex. 3). We did not reply to this letter because normally we wait for the fit certificate."

5. Were I to make an award in this matter on the evidence on record, I might not have justified the stoppage of work of Ram Ratan Bhattacharji. I am not, however, to make that award now because Mr. Ramachandran, who was appearing for the management, said that the management was still agreeable to offer employment to the concerned workman as the management had agreed before the Assistant Labour Commissioner (C). What the management had agreed before the Assistant Labour Commissioner (C) appears from a copy of the minutes (Ex. 5) which I set out hereunder:

"Discussed. After prolonged discussion it was agreed to by the parties that the workman Shri Ram Ratan Bhattacharya will be provided same or identical job, which he was performing in the past and that he will be provided job where available in any of the collieries of the management. It is further agreed that the workman will be provided job on the surface. As regards the wages for the period of unemployment the parties agreed to discuss the question of dues for the period from 9th March, 1968 to 4th March, 1970 mutually in view of this position the dispute is resolved."

Mr. Ramachandran also filed a petition before this Tribunal to the above effect which I set out hereunder:

"The Employers beg to submit that if Sri Ram Ratan Bhattacharji reports for duty with fitness certificate he shall be provided with work at our Samla group. Efforts will however be made to see if he could be provided work at Jaipuria Kajora colliery."

6. I think in the absence of the workman the present dispute should better be resolved according to the offer made by the management. In the absence of more that serves the best interest of the workman, I accordingly award that the management must act in accordance with the terms of the petition filed before this Tribunal as quoted above.

This is my award.

Dated, May 18, 1970.

(Sd.) B. N. BANERJEE,
Presiding Officer.

[No. 6/45/70-LR.II.]

S.O. 2300.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1) Dhanbad, in the matter of an application under section 33A of the said Act, from Shri Kuleshwar Bhula, Pick Miner, Pure Dhansar Coal Company, C/o Bihar Koyla Mazdoor Sabha, Post Office and District Dhanbad, which was received by the Central Government on the 25th May, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1),
DHANBAD

In the matter of a Complaint under Sec. 33-A of the Industrial Disputes Act, 1947

COMPLAINT No. 1 OF 1970

(Arising out of Reference No. 68 of 1968)

PARTIES:

Kuleshwar Bhuia, Pick Miner, Pure Dhansar Coal Co., C/o Bihar Koyla
Mazdoor Sabha, P.O. & Distt. Dhanbad—*Complainant*.

Vs.

M/s. Pure Dhansar Coal Co., Dhansar Colliery, P.O. Dhansar, Distt,
Dhanbad—*Opposite Party*.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Complainant.—Shri Lalit Burman, General Secretary, Bihar Koyla
Mazdoor Sabha.

For the Opposite Party.—Shri S. K. Lodha, Partner, Pure Dhansar Coal Co.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 21st May, 1971

AWARD

In the above matter the Complainant workman filed a petition of complaint against the management, opposite party on the allegation that the latter was guilty of contravention of the provisions of Sec. 33 of the Industrial Disputes Act, 1947. Written statement on behalf of the management was filed on 26th April, 1971. The case was finally set down for hearing on 20th May, 1971. But on that date a joint petition of compromise was filed by the parties praying that the above complaint be withdrawn on the 27th May, 1971.

I have gone through the petition of compromise and in my opinion the terms of settlement are quite fair and reasonable.

Let an award be made on the basis of the terms and conditions contained in the petition of compromise and let the petition of compromise form part of the award. A copy of the award may be forwarded to the Central Government under Section 15 of the Industrial Disputes Act.

(Sd.) A. C. SEN,

Presiding Officer.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, DHANBAD

COMPLAINT No. 1 OF 1970

(Arising out of Reference No. 68 of 1968)

PARTIES:

Sri Kuleshwar Bhuia, Pick Miner—*Complainant*.

Vs.

M/s. Pure Dhansar Coal Co., Dhansar Colliery—*Opposite Party*.
Joint petition of compromise by the above-named parties

The parties concerned in the above matter, most respectfully beg to submit:—

That the parties have mutually discussed over the matter and settled the dispute on the following terms:—

- (1) That the management of Pure Dhansar Coal Co. (the Opp. party) hereby agrees to reinstate Shri Kuleshwar Bhuia (the complainant) in his post of Pick Miner with effect from 3rd May, 1971,
- (2) That the parties agree that while the continuity of service of Shri Kuleshwar Bhuia will be maintained he will not be paid any wages for the period of his idleness upto 1st May, 1971. The period of idleness will be treated as leave without pay.

- (3) That the management shall pay to Shri Kuleshwar Bhuia an *ex gratia* amount of Rs. 100 (Rupees one hundred) only and his outstanding legal dues, if any.
- (4) That the complainant shall have no other claim on the management save and except those specifically mentioned above.

The parties pray that the Complaint No. 1/70 may kindly be disposed of on the basis of the above terms of settlement between the parties.

For the opposite party:

For Pure Dhansar Coal Co.,
(Sd.) Illegible,
Partner.

For the complainant:

(Sd.) LALIT BURMAN,
General Secretary,
Bhiar Koyla Mazdoor Sabha.

[No. L-2014/3/71-LR.II.]

S.O. 2301.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award to the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Manoharbahal Colliery of Messrs Rai Sahib Chandumal Indrakumar Karnani Private Limited, Post Office Asansol, District Burdwan and their workmen which was received by the Central Government on the 27th May, 1971,

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE NO. 60 OF 1970

PRESENT:

Employers in relation to the management of Manoharbahal Colliery.

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri S. K. Bhattacharjee, One of the Directors.

On behalf of Workmen—Sri Gopal Raha, Secretary, Colliery Mazdoor Sabha.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/63/70-LR.II, dated November 10, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Manoharbahal Colliery and their workmen, to this Tribunal for adjudication:

"Whether the management of Manoharbahal Colliery of Messrs Rai Sahib Chandumal Indrakumar Karnani Private Limited, Post Office Asansol, District Burdwan was justified in stopping from work Sarvashri Kishan Bhar, Baejoo Jaswara, Ramawedh Harijan, Suraj Harijan, Kariya Harijan, Ramchil Harijan, Rambanam Bahar, Sampat Bhar, Sadafal Harijan and Chandeo Bhar, Leaders of Manoharbahal Colliery without notice from the 8th August, 1970? If not, to what relief these workmen are entitled?"

Rai Sahib Chandumal Indrakumar Karnani Private Limited is said to be a mistake for Rai Sahib Chandanmull Indra Kumar Private Limited.

2. Both the workmen and the management filed their respective written statement. The grievance made on behalf of the workmen, as pleaded in paragraph 3 of the written statement, was that on August 7, 1970, the concerned workmen were verbally told by the Manager of Manoharbahal Colliery that there was no work for them and that they should not come for duty from August 8, 1970. It was further pleaded, in the said paragraph, that the Manager gave no further reason for the stoppage of work. Thereafter, one Mr. Raha, said to be one of the Secretaries of the Colliery Mazdoor Sabha, approached the management to obtain redress but failed to get any relief for the workmen. The Conciliation proceeding

initiated in the above matter also failed, because the management did not attend. The action of the management in stopping the work of the concerned workmen was condemned as illegal, mala fide, contrary to principles of natural justice and was also condemned on the ground that there was no notice of termination given and no payment made in lieu of notice as required by law and further that the management had no right to terminate the service of any of the workmen without complying with the statutory provisions.

3. In the written statement filed on behalf of the management, it was pleaded in paragraph 3 that because of the "reduction in working faces in the mine and downfall in raising" there was insufficient work for the machine-loaders and as such they became surplus to the requirement of the management. In these circumstances, the management. It was alleged, was compelled to terminate the services of the concerned workmen, by letters dated July 30, 1970, under clause 14 of the Standing Orders. In the aforesaid letters, the workmen were directed to collect one week's wages, in lieu of notice, and other dues from the cashier of the mine. All those letters, it was alleged, came back with the remark 'refused'. The notice of termination, it was alleged in paragraph 9 of the written statement, was also published in the Notice Board for general information. It was alleged that the workmen showed their reluctance to accept payment, whereupon the money was sent to them by money order individually. The money order acknowledgement receipts, however, it was admitted, were not received back. In paragraph 13 of the written statement, it was stated: "no workman by the name of Shri Rambanam Bahar as mentioned in the Schedule to the order of reference was ever employed and/or his services were terminated by the management of Manoharbahal Colliery". It was however admitted that the services of one Ram Janam Bhar was terminated along with other workmen.

4. This written statement was amended at a later stage on payment of costs to the workmen. Two of the paragraphs of the amendment need be noticed at this stage:

"1. That the workmen named in the Schedule to the Order of Reference have less than one year's continuous service in the said Colliery and the same may be proved from the records.

2. That the provisions as laid down under Section 25F of the Industrial Disputes Act are not applicable in the instant case."

5. I have already quoted from the written statement of the management that the management claimed to have terminated the services of the concerned workmen under clause 14 of the Standing Orders. The Standing Order was at first not produced before this Tribunal. Thereafter on the last date of the hearing a copy of "Model Standing Orders for Mining Industry" was produced before this Tribunal and was marked Ex. X by this Tribunal as a Court exhibit. The relevant portion of clause 14, as relied upon by the management, is couched in the following language:

"14. Termination of services.

(a) For terminating the services of permanent workmen having less than one year of continuous service as defined in section 2 (eee) of the Industrial Disputes Act, 1947, a notice in writing or wages in lieu thereof at the scale indicated below shall be given by the employer:—

(i) For monthly paid workmen .. one month
(ii) For weekly paid workmen ... one week.

Provided that no such notice shall be required to be given when the services of the workman are terminated on account of misconduct.

(b) Subject to the provisions of the Industrial Disputes Act, 1947, no notice of termination of employment is necessary in the case of temporary and badli workmen."

It need be borne in mind that Sec. 2 (eee) as mentioned above was omitted by Act 36 of 1964 with effect from December 19, 1964. Now, Standing Orders under the Industrial Employment (Standing Orders) Act, 1946 means "Rules relating to matters set out in the Schedule". Section 3 of the Standing Orders provides:

"3. Submission of draft standing orders—(1) Within six months from the date on which this Act becomes applicable to an industrial establishment, the employer shall submit to the Certifying Officer five copies of the draft standing orders proposed by him for adoption in his industrial establishment.

(2) Provision shall be made in such draft for every matter set out in the Schedule which may be applicable to the industrial establishment, and where model standing orders have been prescribed, shall be, so far as is practicable in conformity with such model.

- (3) The draft standing orders submitted under this section shall be accompanied by a statement giving prescribed particulars of the workmen employed in the industrial establishment including the name of the trade union, if any, to which they belong.
- (4) Subject to such conditions as may be prescribed, a group of employers in similar industrial establishments may submit a joint draft of standing orders under this section."

Industrial Employment (Standing Orders) Central Rules, 1946, prescribe model standing orders in Schedule I.

6. Now, what has been exhibited before me is not exactly a model standing order as in the Schedule to the Industrial Employment (Standing Orders) Central Rules, 1946. This is styled as Model Standing Orders for Mining Industry, portions of which correspond with the Model Standing Orders as in the Central Rules, portions do not. There is nothing to show that this pattern, which might have been unofficially prescribed for copying by the Mining Industry was ever adopted by Manoharbahal colliery or its proprietor Messrs Rai Sahib Chandunmull Indrakumar Karnani Private Limited (or Roy Sahib Chandunmull Indrakumar Private Limited which was claimed to be the correct description) or ever certified as the Standing Orders for Manoharbahal colliery. Thus, reliance upon clause 14 of the model Standing Orders for Mining Industry may not be of any importance.

7. Mr. S. K. Bhattacharjee, one of the Directors of the management company, submitted that the services of the concerned workmen were not terminated for blameworthiness. He would not, however, accept the position that the workmen were retrenched from services of the management. He merely argued that for paucity of work the management terminated the services of the workmen. Now, termination from service may be of the following kinds:

- (i) Termination of service for blameworthiness, which is equivalent to dismissal or removal from service or discharge from service.
- (ii) Termination of service under terms of contract of service or of Standing Orders, which are also equivalent to conditions of service.
- (iii) Termination by way of retrenchment, under Chapter VA of the Industrial Disputes Act.
- (iv) Termination on account of abandonment of job by the workman himself, and
- (v) Termination of service on account of closure of business.

I have already observed that this cannot be a termination under the Standing Orders, because exhibit X, in my opinion does not amount to Standing Orders of the Company. That exhibit is a show-bottle for the Mining Industry and I have no evidence that it was ever adopted by the management or on the line of the model standing orders a certified standing order was obtained for Manoharbahal colliery. Apart from what appears in Ex. X, no other condition of service was proved before me, justifying summary termination as in the instant case. The action taken by the management might have been justified as an order of retrenchment. I find from B register, Ex. 9, that the workmen named in the order of Reference were the juniormost in the category of loaders. The dates of commencement of appointment of the workmen named in the Schedule to the order of Reference, are hereinbelow given:

Sl. No. in Form B Register	Name	Date of appointment
328	Sampat Bhar	15-9-69
329	Baiju Jaswara	do
334	Chandoo Var (Bhar)	do
336	Ramchij Harijan	do
337	Ramayed (Ramawedh) Harijan	do
342	Suraj Harijan	do
343	Sadafal Harijan	16-9-69
345	Ka iya Ha ijan	do
346	Kishan Var (Bhar)	18-12-69

There is no workman of the name of Rambanam Bahar in the B register but there is one of the name of Ramjanam Var (Sl. No. 335 who was appointed on September, 15, 1969). I think that the management was correct in contending that Ram Banam Bahar in the order of Reference was a typographical error for Ramjanam Var. Thus, workmen, as appears from the B register, were all juniormost and in their case the rule 'last come first go' was observed.

8. It is true that as the price of retrenchment, they were not paid compensation, in terms of Section 25F of the Industrial Disputes Act. The management, however, succeeded in wriggling out of this difficulty by showing that none of the concerned workmen put in continuous service for more than one year. I have already seen that they were appointed during the period September 15, 1969 to December 16, 1969 and, if they were retrenched, they were all retrenched with effect from August 8, 1970. They are, therefore, not entitled to retrenchment compensation as in Section 25F of the Industrial Disputes Act.

9. Nikhileswar Tiwari, Manager of Mancharbahal Colliery, gave evidence before this Tribunal. In answer to certain questions put by the Tribunal he said:

"The services of the workmen were terminated because there was shortage of working faces. The signatory to the notice is Robin Mukherjee, Services of 20 workmen were sought to be terminated by the notice. Three working faces were reduced. The reason for the reduction was that the work reached the boundary, and beyond the boundary the colliery could not go. We had to terminate services of the 20 workmen because they could not be accommodated elsewhere in the working of the colliery."

Further, in answer to certain question put in cross-examination, he said:

"We neither retrenched the workmen nor laid them off but terminated the services of the workmen. I do not know under which provision of law this has been done."

The notice, Ex. 2, by which the services of the workmen stood terminate reads:

"By reason of reduction in working face in the mine and fall of the quantity of raising, there is no work sufficient to provide you as a Machine-Loader and as such you are surplus to the requirement of the Management. Your services are no longer required and are hereby terminated on the next day of the receipt of this notice.

Your one week's wages in lieu of notice under clause 14 of the Model Standing Order is ready in the colliery and you are asked to collect the same forthwith from the Cashier on the receipt of this letter. You are asked to collect your other dues also if any by handing over the store-keeper vacant possession of the quarter allotted to you and producing a clearance certificate from him."

10. It is not for me to make a case for the management. They do not claim to have retrenched the workmen and I am not prepared to justify their action on a ground not pleaded by them and not proved by them but definitely disowned by them. Thus, although the action of the management might have been justified on the ground of retrenchment, I cannot salvage the action of the management on that ground. In the result, there is a peculiar case. Termination of employment was not made according to the service condition or according to the Standing orders. The workmen were not retrenched from service. They were not even dismissed from service for blameworthiness. It is nobody's case that they were temporary servants and their services were terminated by notice. Thus, for the present I find no justification for termination of the service of the workmen in the manner done.

11. I, therefore, hold that the management of Mancharbahal colliery was not justified in stopping from work Sarvashri Sampat Bhar, Baijur Jaswara, Chandeo Var (Bhar), Ramchij Harijan, Ramayed (Ramawedh) Harijan, Suraj Harijan, Sadafal Harijan, Kanya Harijan, Kishan Var (Bhar) and Rambanam Bahar (Ramjanam Bhar), from August 8, 1970. Since the action of the management was not justified, the workmen must be treated as in the service of the company throughout and entitled to receive from the management all the benefits of service. Nothing contained in this award shall, however, debar the management from retrenching the workmen from service in the proper manner in future.

This is my award.

Dated, May 22, 1971.

(Sd.) B. N. BANERJEE,
Presiding Officer.
[No. 6/63/70-LR-II.]

New Delhi, the 5th June 1971

S.O. 2302.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 21st May, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 45 OF 1971

PARTIES:

Employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Absent.

On behalf of Workmen—Shri Benarashi Singh Azad, General Secretary, Khan Shramik Congress.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/89/70-LRII, dated January 6, 1971, the Central Government referred the following industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs. Burrakur Coal Company Limited and their workmen, to this Tribunal for adjudication:

“Whether the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan was justified in stopping from work S/Shri Nobin Nandi, Miten Turi and Kali Charan Manjhi, Cleaning Mazdoors with effect from the 18th May, 1970? If not, to what relief the workmen concerned are entitled?”

2. That dispute was registered before this Tribunal as Reference No. 22 of 1971 and was disposed of, under terms of a settlement, on April 29, 1971.

3. Curiously enough, the same dispute was referred to this Tribunal under an order bearing the identical number but dated March 11, 1971. Mr. B. S. Azad, who appears for the workmen, admits that the latter reference is a duplication of the first one and has been mistakenly made before this Tribunal. I also find accordingly. Since the identical reference has already been disposed of by me, it is not necessary for me to pass any award on the duplicate reference. The present reference is accordingly disposed of.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, May 17, 1971.

[No. 6/89/70-LRII.]

R. KUNJITHAPADAM, Under Secy.

MINISTRY OF INDUSTRIAL DEVELOPMENT AND INTERNAL TRADE

(Department of Industrial Development)

New Delhi, the 2nd June 1971

S.O. 2303.—Whereas the Central Government has, by its notified order in the late Ministry of Industrial Development, Internal Trade and Company Affairs (Department of Industrial Development) No. S.O. 4160/18A/IDRA/69, dated the 9th

October, 1969 issued under section 18A of the Industries (Development and Regulation) Act, 1951 (65 of 1951), authorised the Gujarat State Textile Corporation to take over the management of the whole of the Himachal Manufacturing Company Limited, Ahmedabad (hereafter in this notification referred to as the 'industrial undertaking') for the period specified therein;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 18E of the said Act, the Central Government hereby specifies in the Schedule annexed hereto, the exceptions, restrictions and limitations, subject to which the Companies Act 1956 (1 of 1956) shall continue to apply to the industrial undertaking in the same manner as it applied thereto, before the issue of the notified order under section 18A.

SCHEDULE

Provisions of the Companies Act, 1956	Exceptions, restrictions and limitations subject to which the provisions mentioned in column (1) shall apply to the undertaking
---------------------------------------	---

(1)

(2)

Section 536

Sub-section (2) of this section shall not apply to any disposition of property by the Authorised Controller either for raising any monies on the security of the property in his custody or in the course of or in connection with the running of the mills and ancillary matters.

[No. F. 9(7)/Lic. Pol./68]

औद्योगिक विकास और आन्तरिक व्यापार मंत्रालय

(औद्योगिक विकास विभाग)

नई दिल्ली, 2 जून, 1971

का० आ० 2303.—यतः उद्योग (विकास और विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 18-क के अधीन जारी किये गए भूतपूर्व औद्योगिक विकास, आन्तरिक व्यापार और कम्पनी कार्य मंत्रालय (औद्योगिक विकास विभाग) के अपने अधिसूचित आदेश, सं० का० आ० 4160/18-क/आई० डी० आर० ए०/69 तारीख 9 अक्तूबर, 1969 द्वारा केन्द्रीय सरकार ने उसमें विनिर्दिष्ट कालावधि के लिए गुजरात राज्य वस्त्र निगम को सम्पूर्ण हिमाभाई मैनुफैक्चरिंग कम्पनी लिमिटेड, अहमदाबाद, (जिसे इसके पश्चात् इस अधिसूचना में "औद्योगिक उपक्रम" कहा गया है) का प्रबन्ध ग्रहण करने के लिए प्राधिकृत किया गया था।

अतः अब, उक्त अधिनियम की धारा 18ड० की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इससे उपाबद्ध अनुसूची में उन अपवादों निर्बन्धनों और परिसीमाओं को विनिर्दिष्ट करती है जिनके अधीन रहते हुए, कम्पनी अधिनियम 1956 (1956 का 1), औद्योगिक उपक्रम की उसी प्रकार से लागू होता रहेगा जिस प्रकार वह उस पर धारा 18-क के अधीन अधिसूचित आदेश के जारी होने से पूर्व होता था।

अनुसूची

कम्पनी अधिनियम 1956 के उपबन्ध

अपवाद, निर्बन्धन और परिसीमाएं, जिनके
अधीन रहते हुए स्तम्भ (I) में वर्णित उपबन्ध,
उपक्रम को लागू होंगे

(1)

(2)

धारा 536

इस धारा की उपधारा (2) प्राधिकृत नियंत्रक,
के अपने अभिरक्षा में की संपत्ति प्रतिभूति
पर धन प्राप्त करने के लिए या मिल चालाने
के दौरान या उसके संबंध में उसके द्वारा किये
गये सम्पत्ति के व्ययन करने पर और आनुषंगिक
मामलों को लागू नहीं होगी।

[एस० फा० 9(7) लिंक० पोल०/68]

आर० सी० सेटी, अव्वर सचिव।

ORDER

New Delhi, the 2nd June 1971

S.O. 2304/IDRA/6/7/71.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rules 6 and 8 of the Development Council (Procedural) Rules, 1952, the Central Government hereby appoints, till 15th December, 1971, Sri S. P. Sapra, Commercial Manager, M/s. Chemicals and Fibres of India Ltd., "Crescent House," 19, Wittet Road, Ballard Estate, Bombay-1, in place of Shri Sugato Chaudhuri, Commercial Manager, M/s. Chemicals and Fibres of India Ltd., Bombay as a member of the Development Council established by order of the Government of India in the erstwhile Ministry of Industrial Development, Internal Trade and Company Affairs (Department of Industrial Development) No. S.O. IDRA/6/5/69 dated the 16th December, 1969 for the scheduled industries engaged in the manufacture or production of Man-made Textiles, and directs that the following amendment shall be made in the said order, namely:—

In the said Order, for entry No. 3 relating to Shri Sugato Chaudhuri, Commercial Manager M/s. Chemicals & Fibres of India Ltd. "Crescent House" 19, Wittet Road, Ballard Estate, Bombay-1, the following entry shall be substituted, namely:—

"3. Shri S. P. Sapra, Commercial Manager, M/s. Chemicals & Fibres of India, Ltd., "Crescent House" 29, Wittet Road, Ballard Estate, Bombay-1"

[No. 13(5) DC/69-LC.]

R. C. SETHI, Under Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 29th May 1971

S.O. 2305.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st July, 1971 as the date on which the Measured Rate System will be introduced in BHUSAVAL TELEPHONE EXCHANGE, Maharashtra Circle.

[No. 5-32/71-PHB(2).]

D. R. BAHL,

Asstt. Director General (PHB).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 29 मई, 1971

का० आ० 2306.—स्थायी आदेश क्रम संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक तार महानिदेशक ने भुसावल टेलीफोन केन्द्र में 1-7-71 से प्रमाणित वर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-32/71-पी० एच० बी० (2)]

डी० आर० बहल,

सहायक महानिदेशक (पी० एच० बी०)

इस्पात और भारी इंजीनियरिंग मंत्रालय

नई दिल्ली, 7 अप्रैल, 1971

विषय .—लोहे और इस्पात के मांग-पत्र भेजने और प्रेषक के लिए प्रक्रिया

एस० ओ० 1366.—लोहा और इस्पात (नियंत्रण) आदेश, 1956 के खण्ड 17 क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा लोहे और इस्पात के उत्पादकों या स्टाकिस्टों को आर्डर देने में और उसके प्रेषण में अपनाई जाने वाली प्रक्रिया के सम्बन्ध में निम्नलिखित निदेश देती है, अर्थात् :—

1. सभी मांगकर्ता जिन्हें वास्तविक प्रयोजनों के लिए लोहे और इस्पात की आवश्यकता है, भारत सरकार के इस्पात और भारी इंजीनियरी मंत्रालय की अधिसूचना संख्या एस० सी०-(1) 1 (5)/71-बी तारीख 7 अप्रैल, 1971 में केन्द्रीय सरकार द्वारा गठित संयुक्त संयंत्र समिति के माध्यम से इस्पात संयंत्रों के लिए लोहे और इस्पात के आर्डर, बिना किसी अधिकतम सीमा के, बुक करने के लिए स्वतन्त्र होंगे।

2. संयुक्त संयंत्र समिति को प्रस्तुत मांग-पत्रों के साथ ऐसे दस्तावेज भी होंगे जो उस समिति का यह समाधान करने के लिए विहित किए जाएं कि मांगकर्ता एक ऐसा पक्षकार है जो लोहे या इस्पात के विशिष्ट प्रवर्ग का, संश्लिष्ट या रचना में किसी वास्तविक प्रयोग के लिए उपयोग करने के लिए प्राधिकृत या सक्षम है :

परन्तु जहां मांगकर्ता को लोहे और इस्पात की केवल व्यापार के प्रयोजन के लिए आवश्यकता है वहां मांग पत्र के साथ ऐसे दस्तावेज या विशिष्टियां भी होंगी जो संयुक्त संयंत्र समिति का यह समाधान करने के लिए विहित की गई होगी कि मांगकर्ता लोहे या इस्पात का वास्तविक और सक्षम व्यापारी है :

3. इस्पात संयंत्रों द्वारा जारी किए गए विक्रय आर्डर बुकिंग की तारीख से केवल दो वर्ष के लिए विधिमान्य होंगे और उस अवधि की समाप्ति पर स्वतः व्यपगत हो जाएंगे जब तक की प्रेषण उस अवधि के भीतर न कर दिए जाएं या विक्रय आर्डर-पूर्वोक्त अधिसूचना के अधीन केन्द्रीय सरकार द्वारा गठित इस्पात पूर्विकता समिति द्वारा, रोलिंग और प्रेषण के लिए अवसान की तारीख से पूर्व सम्मिलित न कर लिए जाएं।

5 लोहे या इस्पात के उस प्रवर्गों की बाबत, जो पूर्वोक्त इस्पात पूर्विक्ता समिति के क्षेत्र के अन्तर्गत आते हैं, उन उपभोक्ताओं को, जिन्होंने मुख्य उत्पादकों से आर्डर बुक कर रखे हैं और जो किसी तिमाही के दौरान परिदान के लिए पूर्विक्ता प्राप्त करने में रुचि रखते हैं, अपने प्रयोजक प्राधिकारियों के माध्यम से उस समिति को लिखना चाहिए :

5. पूर्विक्ता आवंटन त्रैमासिक आधार पर किए जाएंगे। वे इस्पात संरचना एकक, जिनकी आवश्यकताओं में तिमाही व तिमाही अधिक फेर-फार नहीं होता, प्रत्येक तिमाही से आवेदन करने के बजाए प्रत्येक वित्तीय वर्ष के आरम्भ में अपनी वार्षिक आवश्यकताएं बता देते के लिए स्वतंत्र होंगे।

6. बिलेट, एच० आर० स्ट्रिप/स्केल्प और कच्चे लोहे की बाबत वितरण और प्रेषण पूर्वोक्त संयुक्त संयंत्र समिति द्वारा बनाई गई और केन्द्रीय सरकार द्वारा अनुमोदित वार्षिक नीति के अनुसार किया जाएगा।

[सं० एस० सी० (1)-1(5)/71-ए]

विषय :—संयुक्त संयंत्र समिति और इस्पात पूर्विक्ता समिति का गठन

का० आ० 1567.—**आवश्यक वस्तु/लोहा और इस्पात :—**लोहा और इस्पात (नियंत्रण) आदेश, 1956, के खण्ड 17 की द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा पूर्वोक्त आदेश के उपबन्धों को प्रभावी बनाने के प्रयोजनार्थ दो समितियाँ बनाती है जिनके नाम संयुक्त संयंत्र समिति और इस्पात पूर्विक्ता समिति होंगे।

2. पूर्वोक्त समितियों में से प्रत्येक की संरचना और कृत्य निम्नलिखित होंगे।

(क) संयुक्त संयंत्र समिति —

संरचना

(i) लोहा और इस्पात | नियंत्रक —

—अध्यक्ष

(ii) मुख्य इस्पात संयंत्रों, अर्थात् टाटा आयरन एण्ड स्टील कम्पनी लिमिटेड, इण्डियन आयरन एण्ड स्टील कम्पनी लिमिटेड, हिन्दुस्तान स्टील लिमिटेड, राउरकेला, हिन्दुस्तान स्टील लिमिटेड, भिलाई और हिन्दुस्तान स्टील लिमिटेड, दुर्गापुर में से प्रत्येक का एक एक प्रतिनिधि।

—सदस्य

(iii) रेल मंत्रालय का एक प्रतिनिधि।

कृत्य —

(1) संयुक्त संयंत्र समिति साधारण तथा मुख्य इस्पात उत्पादकों के कृत्यों को, विशेष रूप से मांग पत्रों के आयोजन, उत्पादों के प्रेषण, वितरण और कीमत निर्धारण, और रोलिंग कार्यक्रम बनाने के सम्बन्ध में समान प्रक्रियाएं बनाने और संयुक्त कार्य करने की दृष्टि से, निष्पादित करने के लिए जिम्मेदार होगी।

(2) समिति उत्पादकों, मांगकर्ताओं और प्राधिकृत व्यवहारियों से ऐसी जानकारी और आंकड़े अभिप्राप्त कर सकेगी जिनकी उसे उत्पादन के आयोजन, मांगपत्रों

की छानबीन और विभिन्न संयंत्रों को आबंटन के सम्बन्ध में अपेक्षा हो और ऐसे सांख्यिकीय और अन्य एकक भी बना सकेगी जिनकी इस प्रयोजन के लिए आवश्यकता हो।

- (3) समिति सभी प्रवर्गों के इस्पात के लिए सभी मांग पत्रों के सम्बन्ध में, जो मुख्य इस्पात संयंत्रों द्वारा निष्पादित किए जाने हैं, कार्यवाही करेगी।
- (4) समिति वे सभी निबन्धन और शर्तें नियत कर सकेगी जो मांगकर्ताओं द्वारा उस सीमा तक, जो लोहा और इस्पात (नियंत्रण) आदेश, 1956 के अधीन जारी किए गए किन्हीं विशिष्ट आदेशों के अन्तर्गत नहीं आती, पूरी की जाती हैं।
- (5) समिति मांगकर्ताओं द्वारा प्रस्तुत की जाने वाली प्रक्रिया का व्यापक प्रचार करेगी और यदि आवश्यक हो तो, मांगपत्रों के प्रारूपों को समय समय पर पुनरीक्षित करेगी। समिति उसे प्रस्तुत मांग पत्रों की छान-बीन करेगी और छानबीन के पश्चात् मांगपत्रों को आर्डर बुक करने के लिए मांगकर्ता द्वारा नामनिर्देशित इस्पात संयंत्रों को भेजेगी। समिति, ऐसी वित्तीय और अन्य औपचारिकताएं विहित कर सकती हैं जो मांग कर्ताओं के विभिन्न वर्गों द्वारा विक्रय आदेश जारी करने के लिए इस्पात संयंत्र द्वारा मांगपत्र स्वीकार किए जाने से पूर्व पूरी की जाएंगी।
- (6) समिति, लोहा या इस्पात प्रेषित करने के लिए पूर्विकताएं विनिश्चित करने में इस्पात पूर्विकता समिति को सहायता देगी। इस प्रयोजन के लिए, व्यष्टिक उप-भोक्ताओं की अपेक्षाओं की बाबत समिति को प्रयोजक प्राधिकारी द्वारा की गई सिफारिशों का ध्यान रखते हुए, समिति मुख्य उत्पादकों, और ऐसे प्रयोजक प्राधिकारियों के साथ जिन्हें वह आवश्यक समझे, इस मामले पर बातचीत करेगी कि उनकी अपेक्षाओं और प्राक्कलित उत्पादन को किस सीमा तक एक दूसरे के अनुरूप लाया जा सकता है, और तदुपरि वह सम्बन्ध में अपनी सिफारिशों सहित अपनी सभेकित प्रस्थापना इस्पात पूर्विकता समिति को भेजेगी। ऐसी प्रस्थापनाएं करने में, समिति मांग पत्र में के लोहे या इस्पात के किसी प्रवर्ग के संचालन के लिए संदेह भाड़े को यथासम्भव न्यूनतम करने की आवश्यकता का सम्बन्धक ध्यान रखेगी।
- (7) समिति, इस्पात पूर्विकता समिति के किन्हीं व्यापक निर्देशों के अधीन रहते हुए, इस जानकारी की विशिष्टियां, जो पूर्विकता चाहने वाले उपभोक्ताओं को प्रस्तुत करनी चाहिए, इस प्रयोजन के लिए प्रोफार्मों और वे अन्तिम तारीखें और समय-सारणी विहित करेगी जिन तक जानकारी, प्रत्येक तिमाही में पूर्विकता-आबंटन के अनुसार प्रभावी परिधान करने के लिए प्रस्तुत की जानी चाहिए, उसकी छान-बीन की जानी चाहिए और उसे पूरा किया जाना चाहिए।
- (8) समिति उस लोहे और इस्पात के जो, लोहा और इस्पात (नियंत्रण) आदेश, 1956 के खण्ड 15 के अधीन क्रीमत नियंत्रण के अधीन नहीं है, सभी प्रवर्गों की क्रीमतें (आधारित क्रीमतें तथा अतिरिक्त क्रीमतें भी) समय समय पर अवधारित, घोषित और सूचीबद्ध कर सकती है। इस प्रकार अवधारित क्रीमतें कारखाना द्वारा क्रीमतें होंगी। समिति समय समय पर घोषित कारखाना दार क्रीमतें

में सभीकृत भाड़े का नियत अंश जोड़ेगी जिससे कि यह सुनिश्चित हो जाए कि देश भर में इस्पात के क्रेता, एक ही रेल भाड़ा। संदत्त करें भले ही प्रदाय स्रोत से दूरी कितनी ही क्यों न हो। समिति यह सुनिश्चित करने के लिए कि देश भर में लोहे या इस्पात के विक्रेता एक ही कीमत संदत्त करें ऐसे उपाय करेगी जिन्हें वह आवश्यक या वांछनीय समझे।

- (9) समिति, लोहे या इस्पात के उन प्रवर्गों के लिए, यदि कोई हो, जो लोहा और इस्पात (नियंत्रण) आदेश, 1956 के खण्ड 15 के अधीन कीमत नियंत्रण के अधीन है; भाड़े को सभीकृत करने का प्रयास करेगी और इस प्रयोजन के लिए ऐसे उपाय करेगी जिन्हें वह आवश्यक या वांछनीय समझे।
- (10) समिति की बैठकें, जितनी बार आवश्यकता होगी, उतनी बार, किन्तु मास में कम से कम एक बार होगी, ताकि वह अपने पर्यवेक्षकीय और समन्वयकारी कृत्यों का प्रभाव पूर्ण ढंग से निर्वहन कर सकें।
- (11) समिति बाजार की साधारण स्थिति, स्वतन्त्र बाजार कीमतों में उतार चढ़ाव उत्पादन की प्रवृत्तियों, लोहे और इस्पात की उपलब्धता और संचलन और विशेष रूप से विभिन्न इस्पात संयंत्रों से प्रेषणा का ध्यानपूर्वक पुनर्विलोकन करने के लिए समुचित संगठन, पद्धतियाँ और प्रक्रियाओं का विकास कर सकता है ताकी यह सुनिश्चित हो जाए कि इस्पात पूर्विक्ता समिति द्वारा नियत पूर्विक्ताओं का अधिकतम संभव सीमा तक पालन किया जा सके और इस प्रयोजन के लिए समिति यह व्यवस्था करेगी कि इस्पात संयंत्रों और प्रायोजक प्राधिकारी से जानकारी प्रभाव पूर्ण ढंग से आकर समय पर प्राप्त होती रहे।
- (12) समिति, इस्पात पूर्विक्ता समिति को नियमित और व्यापक जानकारी प्रस्तुत करेगी ताकि पश्चात् कथित समिति, वितरण का प्रभाव पूर्ण ढंग से पुनर्विलोकन और विनियमन कर सके।
- (13) समिति, दोषपूर्ण निमित्तियाँ, कतरनों, फिर से रोल की जा सकने वाली और अन्य रद्दी का और मुख्य उत्पादकों के स्टाकपार्डों की सामग्री का वितरण और विक्रय सभी उत्पादकों के लिए समान आधार पर विनियमित करेगी और इस प्रयोजन के लिए सभी इस्पात संयंत्रों द्वारा अपनाए जाने के लिए पूर्वोक्त प्रवर्गों के वितरण और विक्रय की समान प्रक्रियाएँ और पद्धतियाँ विहित कर सकेगी और समय समय पर उनका पुनर्विलोकन कर सकेगी।

(ख) इस्पात पूर्विक्ता समिति

संरचना

समिति निम्नलिखित से मिलकर बनेगी —

- | | |
|---|---------|
| (1) सचिव, इस्पात और भारी इंजीनियरी मंत्रालय | अध्यक्ष |
| (2) सचिव, औद्योगिक विकास विभाग | सदस्य |
| (3) सचिव, योजना आयोग | |

- (4) सचिव, आर्थिक कार्य विभाग, वित्त मंत्रालय
- (5) अध्यक्ष, रेल बोर्ड
- (6) सचिव, विदेश व्यापार मंत्रालय
- (7) महानिदेशक, तकनीकी विकास
- (8) विकास आयुक्त, लघु-उद्योग
- (9) हिन्दुस्तान स्टील लिमिटेड द्वारा
- (10) नामनिर्देशित हिन्दुस्तान स्टील
- (11) लिमिटेड के तीन निदेशक
- (12) टाटा आयरन एण्ड स्टील कम्पनी लिमिटेड द्वारा नामनिर्देशित
टाटा आयरन एण्ड स्टील कम्पनी लिमिटेड का एक निदेशक
- (13) इण्डियन आयरन एण्ड स्टील कम्पनी द्वारा नामनिर्देशित टाटा
आयरन एण्ड स्टील कम्पनी लिमिटेड का एक निदेशक
- (14) संयुक्त सचिव इस्पात और भारी इंजीनियरी मंत्रालय
सदस्य सचिव
- (15) लोहा और इस्पात नियंत्रक

कृत्य

(1) समिति, मुख्य इस्पात संयंत्रों द्वारा उत्पादित, इस्पात के निम्नलिखित प्रवर्गों के सम्बन्ध में अपने कृत्यों का निर्वहन करेगी, अर्थात् :—

- (1) कड़ियां
- (2) चैनल
- (3) एंगल
- (4) असमान एंगल
- (5) राउंड (राउंड)
- (6) स्क्वायर
- (7) टार स्टील या समतुल्य
- (8) तार कुड्डे, मृदु इस्पात
- (9) तार छुड्डे, हार्ड कार्बन, ए० सी० एस० आर० क्वालिटी, तार रज्जु
क्वालिटी आदि ।
- (10) फोर्जिंग क्वालिटी सेमिस
- (11) एम० एस० फ्लैट्स
- (12) एम० एस० प्लेटें
- (13) चादरें
- (14) कुण्डलाकार चादरें और प्लेटें
- (15) वैद्युत इस्पात चादरें
- (16) जी० पी० चादरें
- (17) जी० सी० चादरें
- (18) बायलर क्वालिटी प्लेटें
- (19) पोत निर्माण प्लेटें
- (20) चैकड प्लेटें
- (21) हार्ड कार्बन हार्ड टेक्साइल प्लेटें

- (22) बेयरिंग प्लेटें
- (23) फ्रांसिंग स्लीपर, छड़ें, पटरियां आदि
- (24) हल्की पटरियां
- (25) भारी पटरियां

(2) समिति अपनी बैठक में तैमासिक आधार पर लोहे और इस्पात के प्रेषण के लिए पूर्विकताएं विनिश्चित करेगी। समिति, पूर्विकता अपेक्षा के प्रारूपों का और पूर्विकता अपेक्षाओं को प्रस्तुत करने तथा उन पर विचार करने की प्रक्रियाओं का विकास कर सकती है।

(3) समिति का अध्यक्ष समिति के किसी अधिवेशन में सम्मिलित होने के लिए भारत सरकार के किसी अन्य सचिव या विभागाध्यक्ष को नियंत्रित या सहयोजित कर सकता है।

(4) समिति अपने पहले के अधिवेशनों में लिए गए पूर्विकता-आवंटन सम्बन्धी अपने विनिश्चयों के कार्यान्वयन का पुनर्विलोकन अपने अधिवेशनों में करेगी और इस्पात वितरण और उसकी उपलब्धता की व्यापक स्थिति का भी साधारणतया पुनर्विलोकन करेगी।

(5) समिति, संयुक्त संयंत्र समिति के कार्यकरण का समय समय पर पुनर्विलोकन करेगी।

(6) उपभोक्ताओं को इस्पात के विभिन्न प्रवर्गों के प्रेषण आवंटित करते समय समिति उस तिमाही में, जिसमें आवंटन किए जाने हैं, प्राक्कलित उत्पादन पर विचार करेगी।

(7) उपभोक्ताओं को प्रेषण आवंटित करते समय समिति उपलब्ध उत्पादन के ऐसे अनुपातों को जो प्रेषण के लिए युक्तियुक्त समझे जाए किन्हीं ऐसी शर्तों के अधीन रहते हुए जिन्हें समिति सर्वाधिक संतुलित क्षेत्रीय वितरण के लिए अधिरोपित करना चाहे, सीधे व्यष्टिक उपभोक्ताओं को नहीं अपितु मुख्य उत्पादकों के स्टॉकयाडों और व्यापारियों के लिए नियत करेगी।

(8) लघु उद्योग सेक्टर को इस्पात के प्रेषणों पर विचार करने में समिति राज्य सरकारों द्वारा स्थापित लघु उद्योग निगमों या कच्ची सामग्री डिपोज की मार्फत प्रेषित अपेक्षाओं को अधिमान देगी।

(9) व्यष्टिक उपभोक्ताओं द्वारा उत्पादकों से बुक किए गए आर्डरों को पूर्विकता प्रदान करने में, समिति सम्भव सीमा तक ऐसे आर्डरों का उपयोग करेगी जो इस अधिसूचना के प्रकाशन की तारीख को विद्यमान होंगे। पश्चात्पूर्वी व आर्डरों को प्रेषण की पूर्विकता तभी दी जाएगी जब वे विद्यमान आर्डर, जो किसी उपभोक्ता द्वारा इस्पात के उस प्रवर्ग के लिए दिए गए हों जिसके लिए समिति उसे पूर्विकता प्रदान करने का विनिश्चय करती है, निःशेष हो जाए।

[सं० एस० सी (1)-1(5)/71-सी०]

महेश्वर प्रसाद, संयुक्त सचिव।